

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OneHealth Solutions, Inc.	FORMERLY One Recovery, Inc.	09/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Viverae, Inc.		
Street Address:	10670 North Central Expressway, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75231		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77594436	ONE RECOVERY	
Registration Number:	4161353	ONERECOVERY	
Registration Number:	4161352	ONERECOVERY ONTHEGO	
Serial Number:	77686954	SOCIAL SOLUTIONING	
Registration Number:	4002855	SOCIAL SOLUTIONING	
CORRESPONDENCE DATA			
Fax Number:	9194842089		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-484-2391		
Email:	trademarksrtp@wcsr.com		
Correspondent Name:	M. Christopher Bolen		
Address Line 1:	PO Box 13069		
Address Line 2:	Womble Carlyle Sandridge & Rice LLP		
Address Line 4:	Research Triangle Pk, NORTH CAROLINA 27709		
ATTORNEY DOCKET NUMBER:	57530.0008.1		
NAME OF SUBMITTER:	M. Christopher Bolen		
SIGNATURE:	/M. Christopher Bolen/		
DATE SIGNED:	09/26/2014		

CH \$140.00 77594436

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made as of September 15, 2014, by and between by and between OneHealth Solutions, Inc., a Delaware corporation (the “Assignor”), and Viverae, Inc., a Delaware corporation (the “Assignee”).

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the trademark, service mark and intellectual property rights, including rights of priority, and all U.S. registrations for the marks/names identified on Exhibit A attached hereto (the “Marks”); (ii) the patents, whether or not pending, identified on Exhibit B attached hereto (the “Patents”); and (iii) the registration for the Internet domain names identified on Exhibit C attached hereto (the “Domain Names”, and collectively with the Marks and the Patents, the “Intellectual Property”);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated of even date herewith, by and among Assignee, Assignor and the principal stockholder of Assignor (the “Asset Purchase Agreement”), Assignee desires to purchase, and Assignor desires to sell, assign and transfer the Intellectual Property, for and in consideration of the consideration contemplated by the Asset Purchase Agreement, and Assignor and Assignee desire to confirm of record the assignment of the Intellectual Property and goodwill to Assignee; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the consideration paid to the Assignor pursuant to the Asset Purchase Agreement and the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks and Patents, together with: (i) the goodwill symbolized by the Marks and Patents; and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks and Patents.
2. Assignor hereby transfers and conveys to the Assignee all of the rights, title and interest in the Domain Names.
3. Assignor agrees to: (i) cease all use of the Domain Names immediately after the Effective Date; (ii) not register any similar domain names; and (iii) execute a separate Agreement form, as required by Gandi SAS or any other applicable domain name registrar, assigning the Domain Names to Assignee.
4. The Assignee hereby accepts the assignment of the Intellectual Property and goodwill.

5. This Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

ONEHEALTH SOLUTIONS, INC.

By: 

Name: Bruce Springer

Title: Chief Executive Officer

ASSIGNEE:

VIVERAE, INC.

By: _____

Name: Michael Nadeau

Title: Founder and Chief Executive Officer

{Signature Page to Intellectual Property Assignment Agreement}

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

ONEHEALTH SOLUTIONS, INC.

By: _____

Name: Bruce Springer

Title: Chief Executive Officer

ASSIGNEE:

VIVERAE, INC.

By:  _____

Name: Michael Nadeau

Title: Founder and Chief Executive Officer

{Signature Page to Intellectual Property Assignment Agreement}

EXHIBIT A

MARKS

One Recovery
OneRecovery
OneRecovery On The Go
Social Solutioning

EXHIBIT B

PATENTS

Docket No.	Status	Serial No.	Title	Registration Application Date
115935-001UTL	Published	12/831,125	Status Indicators and Content Modules for Recovery Based Social Networking	7/6/10
115935-004UTL	Published	12/831,135	Analysis and Prediction Systems and Methods for Recovery Based Networking	7/6/10
115935-002UTL	Published	12/831,127	Information Security for Recovery Based Social Networking	7/6/10
005935-003UTL	Published	12/831,132	Goals and Progress Tracking for Recovery Based Social Networking	7/6/10

EXHIBIT C

DOMAIN NAMES

onehealth.com
oneheath.com
sobertools.com
socialsolutioning.com
onerecovery.net
onerecovery.com